



Consumer Account Agreement

**Important Legal Information,
Disclosures, And Terms You
Need To Know**

Effective September 24, 2010

Together we'll go far



Important Notice

THIS CONSUMER ACCOUNT AGREEMENT INCLUDES INFORMATION ABOUT INVESTMENTS IN WELLS FARGO ADVANTAGE MONEY MARKET FUNDS THROUGH SWEEP ACCOUNTS.

WELLS FARGO ADVANTAGE FUNDS®:

NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Wells Fargo Advantage Money Market Funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.

Carefully consider a funds investment objectives, risks, charges and expenses before investing. For a current prospectus, containing this and other information, call 1-800-222-8222 or visit www.wellsfargo.com/advantagefunds. Please read carefully before investing.

Wells Fargo Funds Management, LLC, a wholly-owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for the Wells Fargo Advantage Funds. Other affiliates of Wells Fargo & Company provide sub-advisory and other services for the Funds. The Funds are distributed by **Wells Fargo Funds Distributor, LLC**, Member FINRA/SIPC, an affiliate of Wells Fargo & Company.

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Introduction

Welcome To Your New Account

Congratulations on opening your new Account. We know you have many choices when selecting a financial institution, and we are glad you chose Wells Fargo.

We understand that you may sometimes have questions about your Account and related services. This document and other documents provided are collectively referred to as the “*Agreement*” and includes the following disclosures related to our consumer deposit accounts and related services that we have separately provided to you:

- The *Consumer Account Agreement*
- The *Consumer Account Fee and Information Schedule*, which explains the schedule of our fees and other Account Related Information
- The Privacy Policy
- Rate sheets for interest-earning accounts
- Any additional disclosures regarding your Account that we may provide to you from time to time

We value our relationship with you. This booklet contains important information you need to know about your banking relationship with Wells Fargo. You are responsible for ensuring that all *Authorized Signers* are familiar with this *Agreement*. Unless you have submitted a request to us in writing otherwise, we may communicate information about your Account to an *Authorized Signer* and may treat communications regarding your Account that are received from an *Authorized Signer* as communications from you. You agree to notify the Bank immediately in writing if any *Authorized Signer's* authority has been terminated.

This *Agreement* governs your Account and related Services, and replaces all prior agreements with the Bank regarding them. By signing the Bank's signature card for your Account or using your Account or Service, you will be considered to have received and agreed to this *Agreement*.

You should retain a copy of this *Agreement* (and any information that the Bank provides you regarding changes to this *Agreement*) for as long as you maintain your Account with us.

Terminology

- You, the account owner, may also be referred to as “you,” “your,” or “yours”
- Wells Fargo may also be referred to as “the Bank,” “we,” “us,” or “our”
- The companion booklet, the *Consumer Account Fee and Information Schedule*, may also be referred to as “*Schedule*”
- Certain words used in this booklet are defined in the *Schedule's* glossary

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Words With Special Meaning

In this *Agreement*, certain words have a special meaning and are therefore defined. You will find certain terms and their definitions will be found in this section and elsewhere in this *Agreement*.

Affiliate

An *Affiliate* is an entity, other than the Bank, that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer

An *Authorized Signer* is a person whom you have authorized to transact business on your Account, whether or not such person has signed the signature card or other documentation for your Account. The Bank may continue to recognize your authorization or the Bank's record of it until the Bank has received and had a reasonable time to act upon your written modification or revocation of it.

Available Balance

Your *Available Balance* is the most current record we have about the funds that are available for withdrawal from your Account. For more information, please see the Section entitled "Determining your Account's *Available Balance*."

Business Days

Every day is a *Business Day* except Saturdays, Sundays, and federal holidays.

Card

Unless the specific context indicates otherwise, "Card" includes every type of Debit Card (but does not include any prepaid debit card) and every type of ATM Card that the Bank may periodically issue to you. The Debit Card can also be referred to as the Check Card.

Deposited Item

A *Deposited Item* is an *Item* that the Bank cashes or collects for you or accepts for deposit to your Account.

Item

An *Item* includes a check, Substitute Check, purported Substitute Check, electronic item, draft, demand draft, remotely created item, remotely created consumer item, image replacement document, indemnified copy, preauthorized draft, or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip or bill payment instruction), *Deposited Item* returned unpaid, Automatic Transfer, and electronic transaction including Automated Clearing House (ACH), Automated Teller Machine (ATM), and Point-of-Sale (POS) or a photocopy of any of the foregoing. *Item* also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. An *Item* may also include a cash-in ticket or a deposit adjustment.

Words With Special Meaning

Overdraft

An *Overdraft* is any event that results in a negative balance in your Account.

Paper Item

A *Paper Item* is an *Item* that originates in tangible form.

Unauthorized Transaction

An *Unauthorized Transaction* is a transaction that was not authorized by you, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, or an alteration, or otherwise a transaction that was not authorized by you.

Unauthorized EFT

An *Unauthorized EFT* is an electronic fund transfer (such as ATM and Debit Card transactions, transfers initiated by telephone, ACH debit or credit transactions) that has been made without your permission.

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Dispute Resolution Program: Arbitration Agreement

This section constitutes the Arbitration Agreement between you and the Bank.

Non-Judicial Resolution Of Disputes

If you have a dispute with the Bank, and you are not able to resolve the dispute informally, you and the Bank agree that any dispute between or among you and the Bank, regardless of when it arose, shall be resolved by the following arbitration process. **You understand and agree that you and the Bank are each waiving the right to a jury trial or a trial before a judge in a public court.**

Disputes

A dispute is any unresolved disagreement between or among you and the Bank (and its employees, officers, directors, attorneys, and other agents), arising out of or relating in any way to your Account and/or Services. It includes any dispute relating in any way to your Accounts and Services; to your use of any Bank location or facility; or to any means you may use to access the Bank, such as an Automated Teller Machine (ATM) or Online Banking. It includes claims based on broken promises or contracts, torts (injuries caused by negligent, or intentional conduct) or other wrongful actions. It also includes statutory, common law, and equitable claims. A dispute also includes any disagreement about the meaning of this Arbitration Agreement, and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Agreement. **A dispute does not include a claim that may be filed in small claims court. If you have a dispute that is within the jurisdiction of the small claims court, you should file your claim there.**

Dispute Resolution Program: Arbitration Agreement

Binding Arbitration

Binding arbitration is a means of having an independent third party resolve a dispute without using the court system, judges, or juries. Either you or the Bank may require the submission of a dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has been commenced. If either you or the Bank fails to submit to binding arbitration following a lawful demand, the one who fails to submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other compelling arbitration.

Neither you nor the Bank shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Each arbitration, including the selection of the arbitrator shall be administered by the American Arbitration Association (AAA), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (excluding the Optional Procedures for Large, Complex Commercial Disputes) and the Optional Rules For Emergency Measures of Protection of the AAA ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. The Arbitrator must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute.

You and the Bank each agree that in this relationship:

- You and the Bank are participating in transactions involving interstate commerce
- Each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and the Bank about which the dispute arose

To find out how to initiate an arbitration, please call any office of the AAA or visit the AAA website at www.adr.org.

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Dispute Resolution Program: Arbitration Agreement

Rights Preserved

This Arbitration Agreement and the exercise of any of the rights you and the Bank have under this Arbitration Agreement do not stop you or the Bank from exercising any lawful rights to use other remedies available to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or court appointment of a receiver by a court having jurisdiction.

Miscellaneous

You and the Bank each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment or partial summary judgment. The AAA, the arbitrators, you and the Bank, must, to the extent feasible, take any necessary action to ensure that an arbitration proceeding, as described in this Arbitration Agreement, is completed within 180 days of filing the dispute with the AAA. These parties must not disclose the existence, content or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by the laws governing your Account. This provision shall be liberally construed in order to ensure the enforcement of this Arbitration Agreement. Arbitration proceedings are conducted in the state whose laws govern your Account or at a location determined by the AAA.

All statutes of limitations applicable to any dispute apply to any arbitration between you and the Bank. The provisions of this Arbitration Agreement shall survive termination, amendment, or expiration of your Account relationship or the governing *Agreement* or any other relationship between you and the Bank. This Arbitration Agreement constitutes the entire agreement between you and the Bank and supersedes all prior arrangements and other communications concerning dispute resolution. If more than one arbitration agreement entered into by you and the Bank is potentially applicable to a dispute, the one most directly related to the account or transaction that is the subject of the dispute shall control.

Fees And Expenses Of Arbitration

Arbitration fees shall be determined by the rules or procedures of AAA, unless limited by the laws governing your Account. Please check with AAA to determine the fees applicable to any arbitration you may file. If the laws governing your Account limits the amount of fees and expenses (including attorney's fees and expenses) to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with the laws governing your Account, each party shall bear the expense of their own attorneys', experts', and witness' fees, regardless of which party prevails in the arbitration.